

CONTRACT #7
RFS # 349.03-80008
FA # 08-21560-00

Safety
Tennessee Highway Patrol
(THP)

VENDOR:
Intelligent Document
Management Solutions, Inc.



RECEIVED

OCT 22 2009

FISCAL REVIEW

TENNESSEE DEPARTMENT OF SAFETY

1150 Foster Avenue
Nashville, Tennessee 37243-1000

PHIL BREDESEN
GOVERNOR

DAVE MITCHELL
COMMISSIONER

Memorandum

To: The Honorable Bill Ketron, Chairman,
Fiscal Review Committee

From: Coleman Hanna, Service Coordinator

Date: October 21, 2009

Subject: Intelligent Document Management Solutions, Inc. (IDMS) Contract Amendment

The Department of Safety is requesting a contract amendment with Intelligent Document Management Solutions, Inc. to extend the contract one year. The contract extension clause is in the base contract and we are exercising our option to extend the contract. This amendment will also change the name of the contractor to reflect the merger of IDMS with Holt, Sheets & Associates (HSA) to form Open Portal Solutions, Inc. Attached is the original contract, the draft amendment, the draft Request: Non-Competitive Contract Amendment and the Supplemental Documentation Required for Fiscal Review Committee form. This contract amendment is funded by a Highway Safety grant.

We look forward to meeting with the Fiscal Review Committee to discuss this proposed contract amendment.

C: Mr. Robert Barlow

DM/bh

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Coleman Hanna		*Contact Phone:	251-5292	
*Contract Number:	FA 08-21560		*RFS Number:	349.03-800-08	
*Original Contract Begin Date:	8/15/2007		*Current End Date:	6/30/2010	
Current Request Amendment Number: <i>(if applicable)</i>			1		
Proposed Amendment Effective Date: <i>(if applicable)</i>			1/1/2010		
*Department Submitting:			Safety		
*Division:			THP		
*Date Submitted:			10/19/2009		
*Submitted Within Sixty (60) days:			yes		
<i>If not, explain:</i>					
*Contract Vendor Name:			Intelligent Document Management Solutions, Inc.		
*Current Maximum Liability:			\$1,845,556		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2008	FY:2009	FY:2010	FY:	FY	FY
\$1,000,000	\$550,000	\$295,556	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2008	FY:2009	FY:2010	FY:	FY	FY
\$272,067	\$157,017	\$586,947	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			In FY 2008 and FY 2009, the contract allocation was greater, but the vendor was unable to deliver according to the monies projected. Typically, monies are front loaded on contract allocations to avoid amendments. There were no surplus funds. Expenditures are 100% grant funded so there was just a decrease in expenditures and a corresponding decrease in grant revenue.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			In FY 10 contract expenditures will exceed contract allocation, and the funding is projected in our budget and is available		

Supplemental Documentation Required for Fiscal Review Committee

was acquired to pay the overage:		through a 100% grant to pay for the overage.	
*Contract Funding Source/Amount:	State:		Federal:
Interdepartmental:	\$1,845,556		<i>Other:</i>
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		Non-Competitive Request	
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>		See Attached spreadsheet	
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>		There will be no savings in state appropriation and we anticipate spending the full amount of the contract. This contract is 100% funded through a Highway Safety grant.	
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>		No additional cost in obtaining this service...just extending the contract one year.	

Report Filter:

Report Filter:

((Vendor Number} (Code) = "V611247989" And (Expenditures <> 0)).

From FDAS													
Vendor Name	Vendor Number	Reference Document Reference Number	Vendor Invoice	Process Date	Effective Month	Trans Code	Cost Center	Major Object	Minor Object	Expenditures	Contract Line Items	Source of Funding	Disposition of Excess Funds
Intelligent Document Management Solution	V611247989	FA0821560	145	12/17/2007	DECEMBER 2007	103	IRISS	08	2	68,016.80	Phase 1 item 1	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	151	2/12/2008	FEBRUARY 2008	103	IRISS	08	2	68,016.80	Phase 1 item 2	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	165	4/25/2008	APRIL 2008	103	IRISS	08	2	136,033.60	Phase 1 items 3&4	100% Federal Grant	N/A
Intelligent Document Management Solution						Fiscal Year 2008 Expenditures				272,067.20		100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	181	8/21/2008	AUGUST 2008	103	IRISS	08	2	68,016.80	Phase 1 item 5	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	182	11/13/2008	NOVEMBER 2008	103	IRISS	08	2	47,000.00	Maintenance Phase 1 Year 1	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	186	3/2/2009	FEBRUARY 2009	103	IRISS	08	2	42,000.00	Phase 3 item 1	100% Federal Grant	N/A
						Fiscal Year 2009 Expenditures				157,016.80			
From Edison													
Intelligent Document Management Solution	V611247989	FA0821560	207	8/17/2009			72200000			2,000.00	Phase 6 item 1	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	208	8/17/2009			72200000			2,000.00	Phase 6 item 3	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	206	8/17/2009			72200000			42,000.00	Phase 3 item 3	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	211	8/25/2009			72200000			2,000.00	Phase 6 item 2	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	210	8/24/2009			72200000			42,000.00	Phase 3 item 2	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	209	9/25/2009			72200000			43,083.26	Maintenance Phase 1 Year 2	100% Federal Grant	N/A
Intelligent Document Management Solution	V611247989	FA0821560	212	9/25/2009			72200000			453,864.00	Phase 2	100% Federal Grant	N/A
						Fiscal Year 2010 Expenditures				586,947.26			
						Total Expenditures to Date				1,016,031.26			

NON-COMPETITIVE AMENDMENT REQUEST:**APPROVED****Commissioner of Finance & Administration**

1) RFS #	34901-00051		
2) Procuring Agency :	Department of Safety		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	CRASH System Implementation & Maintenance		
4) Contractor :	Intelligent Document Management Solutions, Inc. (IDMS)		
5) Contract #	FA-08-21560		
6) Contract Start Date :	8/15/07		
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	6/30/2010		
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,845,556.00		
PROPOSED AMENDMENT INFORMATION			
9) Amendment #	1		
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	1/1/2010		
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	6/30/2011		
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$ 1,845,556.00		
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
14) Description of the Proposed Amendment Effects & Any Additional Service :			
<p>The Department of Safety is requesting to exercise one of the 1 year extension options present in the current contract. The six phase contract will end on June 30, 2010 and we expect to have phases 1-3 and 6 completed. Therefore, we would like to extend the contract an additional year to complete phases 4 & 5.</p> <p>Another reason for the extension request is to continue paying the maintenance fees associated with the contract. Each phase contains three years of maintenance and will extend past the original contract end date of June 30, 2010. Maintenance is very important to keep the system running at optimum performance levels.</p> <p>The extension request will not require additional funding to be allocated to the current contract. The extension will enable the Department of Safety to complete contract deliverables and expend dollars allocated to the current contract.</p>			
15) Explanation of Need for the Proposed Amendment :			
<p>To change the contractor name to reflect IDMS merger with Holt, Sheets & Associates (HSA) to form Open Portal Solutions, Inc. Also the six phase contract will end on June 30, 2010 and we expect to have phases 1-3 and 6 completed. Therefore, we would like to extend the contract an additional year to complete phases 4 & 5.</p>			

Another reason for the extension request is to continue paying the maintenance fees associated with the contract. Each phase contains three years of maintenance and will extend past the original contract end date of June 30, 2010. Maintenance is very important to keep the system running at optimum performance levels.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

David Kaelin
6035 Braysville Rd
Spencer, IN 47460

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☐ Not Applicable to this Request ☒ Attached to this Request

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Department is only requesting a term extension for this contract.


21) Justification for the Proposed Non-Competitive Amendment :

The original three year contract was developed as a sole source contract. TDOS has completed phases 1-3 and 6 and would like to extend the contract to complete phases 4-5. The maintenance for each phase extends beyond the length of the current contract. There will be no additional funding added to the contract as a result of the extension because phases 5&6 and phase maintenance funding is included in the original contract.

AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE & DATE

 10/21/09



CONTRACT AMENDMENT

Agency Tracking # 34901-00051	Edison ID 4527	Amendment # 1
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Contractor Open Portal Solutions, Inc. (formally Intelligent Document Management Solutions, Inc>)	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-3676649
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Amendment Purpose/ Effects
Extend contract 1 year and change the contractor name and Federal Identification Number.

Contract Begin Date 8/15/2007	Contract End Date 6/30/2011	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008			1,000,000.00		1,000,000.00
2009			550,000.00		550,000.00
2010			295,556.00		295,556.00
2011					
TOTAL:			1,845,556.00		1,845,556.00

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Coleman Hanna (615) 251-5292	
END DATE AMENDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		
2008	1,000,000.00			
2009	550,000.00			
2010	295,556.00			
2011		0.00		
TOTAL:	1,845,556.00	0.00	Speed Code	Account Code 72200000

— OCR USE —	Procurement Process Summary (non-competitive, FA- or ED-type only) Complies with the previously approved non-competitive contract request CY07 #192.

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OCT 15 2009
FISCAL REVIEW

**AMENDMENT ONE
TO FA-08-21560**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Safety, hereinafter referred to as the "State" and Intelligent Document Management Solutions, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section B. is deleted in its entirety and replaced with the following:

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on 8/15/2007 and ending on 6/30/2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.
2. The following is added as Contract Section E.22:

E.22. Contractor Name. All references to "INTELLIGENT DOCUMENT MANAGEMENT SOLUTIONS, INC." shall be deleted and replaced with "Open Portal Solutions, Inc."
3. The following is added as Contract Section E.23:

E.23. Federal Employer Identification Number. All references to FEIN, "61-1247989" shall be deleted and replaced with FEIN, "26-3676649."

The revisions set forth herein shall be effective January 1, 2010. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

OPEN PORTAL SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

DAVID B. KAEIN, PRESIDENT/CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY:

DAVE MITCHELL, COMMISSIONER

DATE

**AMENDMENT ONE
TO FA-08-21560**

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IN WITNESS WHEREOF,

OPEN PORTAL SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

DAVID B. KAELIN, PRESIDENT/CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY:

DAVE MITCHELL, COMMISSIONER

DATE



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman

Representatives

Curt Cobb	Donna Rowland
Curtiss Johnson	David Shepard
Gerald McCormick	Curry Todd
Mary Pruitt	Eddie Yokley
Craig Fitzhugh, <i>ex officio</i>	
Speaker Jimmy Naifeh, <i>ex officio</i>	

Sen. Douglas Henry, Vice-Chairman

Senators

Doug Jackson	Reginald Tate
Bill Ketron	Jamie Woodson
Paul Stanley	
Randy McNally, <i>ex officio</i>	
Lt. Governor Ron Ramsey, <i>ex officio</i>	

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee
Bill Ketron, Chairman, Contract Services Subcommittee cc
BK

DATE: April 9, 2007

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 4/2/07)

RFS# 349.03-800

Department: Safety

Division: Tennessee Highway Patrol

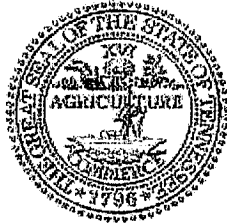
Contractor: Intelligent Document Management Solutions, Inc.

Summary: Contract to configure and implement a software system for state-wide uniform vehicle accident reporting by the Highway Patrol. This is a three-year contract, effective July 1, 2007, through June 30, 2010, with the option to extend for two additional one-year increments.

Maximum liability: \$1,845,556

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable Dave Mitchell, Commissioner, Department of Safety
Mr. Robert Barlow, Director, Office of Contracts Review



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FISCAL REVIEW

TENNESSEE DEPARTMENT OF SAFETY
1150 Foster Avenue
Nashville, Tennessee 37249-1000

PHIL BREDESEN
GOVERNOR

DAVE MITCHELL
COMMISSIONER

Memorandum

To: The Honorable Charles Curtiss, Chairman,
Fiscal Review Committee

From: Dave Mitchell, Commissioner

Date: March 9, 2007

Subject: Non-Competitive Contract

The Department of Safety is requesting to contract with Intelligent Document Management Solutions, Inc. for the deployment of software to enable the electronic submission of crash reports by law enforcement agencies across the state. Attached is the Request: Non-Competitive Contract, the OIR endorsement and the pro-forma contract. The proposed contract is for \$1,845,556 over a three-year period of time and is funded by a Highway Safety grant.

We look forward to meeting with the Fiscal Review Committee to discuss this proposed contract.

C: Mr. Robert Barlow

DM/bh

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration
Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	349.03-800-08	
2) State Agency Name :	Department of Safety	
3) Service Caption :	CRASH System Implementation & Maintenance	
4) Proposed Contractor :	Intelligent Document Management Solutions, Inc.	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	7/1/07	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	6/30/10	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,845,556	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
<p>The state of Kentucky is providing a federally funded software package to the state of Tennessee. However, Kentucky used a software integrator, who the Dept of Safety feels is required to fully deploy the software. The Dept. of Safety would like to engage this integrator as soon as possible since Kentucky is providing the software very soon. IDMS will provide the technical expertise needed to fully deploy the software that enables the electronic submission of CRASH reports by all reporting agencies. They will also provide a web portal that contains reporting and statistical information badly needed by each participating police jurisdiction.</p>		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
<p>IDMS has gained a great deal of experience and expertise while deploying this software in Kentucky, Indiana and Washington. The Dept of Safety feels that their knowledge is required to make this project successful.</p>		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		
<p>Dept of Safety has not purchased this service in the past.</p>		
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)		
<p>IDMS, Inc., 1902 Campus Place, Suite 10-A, Louisville, KY 40299</p>		

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

In November of 1998, Intelligent Document Management Solutions, Inc. (IDMS) was awarded a contract to develop for the Commonwealth of Kentucky the first centralized and fully statewide collision reporting solution in the country. The fundamental requirement of the system was to allow the Kentucky State Police Records Division personnel to maintain a day current processing environment for all receipts of paper collision reports, supplements, and supporting documentation.

The system called CRASH (Collision Reporting and Analysis for Safer Highways) was placed into production on-time and on-budget on January 3, 2000 and satisfied the day current processing requirement while utilizing less than 50% of the staffing requirements of the previous collision report collection process.

IDMS successfully integrated a number of best of breed software components for this solution including FileNet, Oracle, Captiva, and Business Objects.

IDMS received Captiva Software's Technology Leader of the year award for the first time integration of the Captiva Formware and FileNet Panagon software. The solution received the National Best Practice Award for State Collection of Crash Data, at the 26th Annual International Traffic Records Forum in 2000, and the National Highway Safety Award for 2001 from the U.S. Department of Transportation, the Federal Highway Administration, and the Roadway Safety Foundation. CRASH was also a nominee for the 2002 Innovations in American Government Award given by Harvard University's John F. Kennedy School of Government

In June of 2000, IDMS was awarded a contract to develop a paperless mobile electronic collision reporting tool for the Commonwealth of Kentucky. IDMS successfully delivered on-time and on-budget the first wizard based collision report collection tool called e-CRASH for the Commonwealth. This tool eliminated the cumbersome and complex collision reporting form and replaced it with a logical and easy to follow interview process which allowed the officers in the field to accurately and consistently complete a collision report in 75% less time.

Using the CRASH architecture and foundation of software, hardware, and processing innovation, has IDMS implemented on-time and on-budget for the Commonwealth of Kentucky a number of additional public safety components including Citations, Firearm Permits, Uniform Offense Reports, NIBRS Reports, Intelligence Reports, Master Name, Master Location, Geocoding, Web Query, Web Reporting, and numerous additional supporting functionality.

The Kentucky solution now called KyOPS (Kentucky's Open Portal Solution), received the 2004 National Safety Council's Association of Transportation Safety Information Professionals Best Practices Award for exemplary state and federal projects that improve the timeliness, accuracy or accessibility of public safety data.

IDMS is currently the sole source contract provider of support, enhancements, and additions of new functionality to the KyOPS solution for the Commonwealth of Kentucky.

In May of 2002, IDMS was awarded a contract by the State of Indiana to develop VCRS (Vehicle Crash Records System), a centralized statewide collision reporting solution.

The VCRS solution was placed in to production on January 2, 2003 on-time and on-budget. The solution, based on the same architecture, best of breed software, and processing innovations as the Kentucky KyOPS solution, allowed the Indiana State Police Records Branch to maintain a day-current processing environment for all collision reports submitted from law enforcement agencies across Indiana.

IDMS has successfully developed on-time and on-budget a number of additional components on top of the initial VCRS solution (now called ARIES – Automated Report and Information Exchange System) including a wizard based field data collection component for capturing public safety information, a web portal for querying, analyzing, mapping, and reporting on public safety information, e-commerce functionality, and numerous additional supporting functionality.

In June of 2005, IDMS was awarded a contract by the State of Washington to develop SECTOR (Statewide Electronic Collision and Ticket Online Records), a statewide electronic field data collection tool for collision reports and tickets. IDMS developed and delivered to Washington in December of 2006, on-time and on-budget, a wizard based collection tool, supporting web services, and web portal for query and analysis of submitted information.

In contrast to the experiences, success, and strong references of IDMS, in September of 2003, the State of Texas awarded IBM a \$10 million dollar contract to develop and implement CRIS (Crash Records Information System), a statewide repository for all paper and electronic submitted collision reports. IBM's contract was subsequently terminated prior to implementation of a production solution on August 15, 2005 for failure to deliver an acceptable work plan to DPS after receiving a "Notice to Cure" request from the Texas Department of Public Safety. Expenditures at the time of IBM's contract termination were \$10,754,502 with a projected cost to complete the project estimated at \$14,365,258. (See attached document page 2 and page 16)

Implementing a statewide public safety system successfully on-time and on-budget requires experience, dedication, and unique knowledge and experience designing and implementing solutions utilizing specialized software, hardware, and processing techniques coupled with extensive knowledge of the data capture demands of the public safety sector.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Other solutions were research, investigated and considered but due to many reasons, the KyOps solution is the logical and most cost effective solution for Tennessee. The integrator used by the state of Kentucky to deploy their solution is IDMS, Inc. The successful implementation of the system in Tennessee is dependent on their participation. Some of the reasons that make the KyOps system unique are: (1) Due to the uniquely specialized functionality needed by the Dept of Safety, this system is the only one that met all the business and system requirements (2) It is the objective of the Federal Highway Administration's objective to unify the data structures of all states. This unification can be realized using the KyoPs system. (3) The source code was made available to Tennessee at no cost, an estimated \$4 million dollar savings. The only cost to Tennessee is the cost related to the professional services of the integrator and the system hardware and software licensing costs.

Also, this solution offers an opportunity to quickly implement a proven system with proven functionality. It also provides functionality that conforms to federal expectations. This system offers the opportunity for Tennessee to partner with a neighboring state that possesses the capability of expanding functionality, i.e. citation automation, handgun permit tracking and much more, at a reduced cost to Tennessee. Since Kentucky has already developed the source code and has agreed to provide it to Tennessee at no cost, Tennessee can benefit from this partnership well into the future as our infrastructure and system capabilities become available. This partnership is believed to be an opportunity to form an alliance for the Transportation and Enforcement communities that will be an example to other states as they search for solutions to the crash data and intelligence system issues.

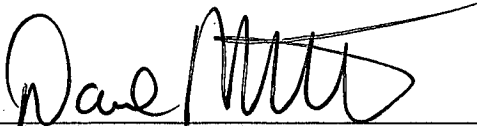
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :

(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

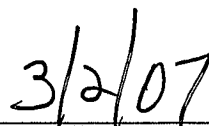
The Kentucky system called "KyOps" has been evaluated by two separate evaluation teams composed of members from Safety, TDOT and OIR. It has been determined that this system will meet the current business and technical requirements for the Dept. of Safety. The service provider IDMS, Inc. has worked closely with Kentucky to customize and deploy the federally funded project. They also have created their own code that is tightly coupled with the federally funded code. It would be very difficult if not impossible to deploy this software without their assistance.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature



Date

003006



FAX TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director
OIR Procurement & Contract Management FAX # 741-6164

FROM : Bill Hedge, Fiscal Director *Bill Hedge* FAX # 253-2652

DATE : March 2, 2007

RFS # 349.03-800-08

RE : Procurement Endorsement — CRASH System Implementation

NUMBER OF FAX PAGES (Including cover) : 1

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Greg Triplett at 251-5243.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment – Request: Non-Competitive Contract and Pro-Forma Contract is being sent via email.

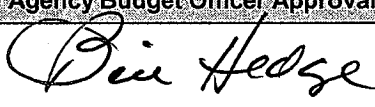
OIR Endorsement :

W. D. Ball
OIR Chief Information Officer

3-8-2007
Date

C O N T R A C T S U M M A R Y S H E E T

060706

RFS #		Contract #	
349.03-800-08		— — —	
State Agency		State Agency Division	
Department of Safety		Tennessee Highway Patrol	
Contractor Name		Contractor ID # (FEIN or SSN)	
Intelligent Document Management Solutions, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 61-1247989	
Service Description			
CRASH System Implementation – deployment of software to enable the electronic submission of crash reports by all agencies			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
7-1-07	6-30-10	VENDOR	20.607/20.609/20.611
Mark Each TRUE Statement			
<input type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
349.03	IRISS	082	11
Funding Grant Code	Funding Subgrant Code		
715			
FY	State	Federal	Interdepartmental
2008			\$800,000
2009			\$750,000
2010			\$295,556
TOTAL:			\$1,845,556
— COMPLETE FOR AMENDMENTS ONLY —		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Bill Hedge, (615) 251-5130
			State Agency Budget Officer Approval
			
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			
End Date:			
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

CONTRACT SUMMARY SHEET

060706

RFS #		Contract #	
349.03-800-08		FA-08-21560-00	
State Agency		State Agency Division	
Department of Safety		Tennessee Highway Patrol	
Contractor Name		Contractor ID # (FEIN or SSN)	
Intelligent Document Management Solutions, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 61-1247989	
Service Description			
CRASH System Implementation - deployment of software to enable the electronic submission of crash reports by all agencies			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
7-1-07 8-15-07	6-30-10	VENDOR	20.607/20.609/20.611
Mark Each TRUE Statement			
<input type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
Allotment Code	Cost Center	Object Code	Fund
349.03	IRISS	082	11
Funding Grant Code	Funding Subgrant Code		
715			
FY	State	Federal	Interdepartmental
2008			\$1,000,000
2009			\$550,000
2010			\$295,556
TOTAL:			\$1,845,556
— COMPLETE FOR AMENDMENTS ONLY —		State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Coleman Hanna, (615) 251-5292
			State Agency Budget Officer Approval
			<i>[Signature]</i>
			Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL:			
End Date:			
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged—			
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method	
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other	
Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

RECEIVED
 AUG - 6 AM 10:10
 PROJECTS UNIT
 OFFICE OF
 GENERAL SERVICES

PREPARED
 10/8-9
 DIRECTOR OF...

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY
AND
INTELLIGENT DOCUMENT MANAGEMENT SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Safety, hereinafter referred to as the "State" and **INTELLIGENT DOCUMENT MANAGEMENT SOLUTIONS, INC.**, hereinafter referred to as the "Contractor," is for the provision of professional services to configure off-the-shelf database, document management, and data capture software with additional development services to customize software to allow the State of Tennessee to process paper and electronic collision reports, access, analyze, and share the captured data, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.

Contractor Vendor Identification Number: 61-1247989

Contractor Address: 1309 US HWY 127S

Suite B.

Frankfort, KY 40601-4385

Contractor Place of Incorporation or Organization: KENTUCKY

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor will deliver project management, design, development, implementation, and support services only as a component of the completed solution. All hardware, software, networking, supplies, and other necessary components of the completed solution are the responsibility of the State. The contractor will develop and implement the solution in six (6) phases. The six (6) phases will be scheduled for development and implementation in a sequential order, Phase I will be the first implementation, Phase II will be the second implementation, and Phase III will be third implementation, Phase IV will be the Fourth implementation, Phase V will be the fifth implementation, and phase VI will be the final implementation of the overall project deliverables.

Phase I (Electronic Collision/Web Portal) will consist of the development of a customized statewide mobile electronic collision software application that will be used to capture and submit collision report information. The phase will also include the development of a web portal application allowing query and reporting access to the collision data submitted by the mobile application.

The minimum application functionality to be delivered in this phase will include:

- Enable law enforcement officers to enter collision reports locally and transmit the data electronically to the central repository through a standard XML data model
- Provide a mechanism to validate incoming data based on an XML Schema and defined business rules.
- Provide a mechanism to return data to the submitting agency if errors occur during validation
- Provide a mechanism to receive additional attached documentation related to the submitted form
- Incorporation of a third party diagramming package into the application
- 2D barcode scanning support for capture of drivers license and vehicle registration information

- Provide an electronic audit mechanism to record all activity during the collision reporting process
- Creation and storage of an image of the submitted electronic collision report
- Provide a web based mechanism to query for collision related documents for display and printing by remote agencies
- Provide a web based mechanism to query for collision related data for display, exporting, and printing by remote agencies
- Provide a web based mechanism to request, schedule, and generate formatted reports to be stored and accessed by remote agencies
- Provide a web based mechanism to request, schedule, and generate data extracts of collision information by remote agencies
- Provide web based mapping functionality for graphical display of collision locations on a map with color coding for various collision types (fatality, injury, property damage) displayed
- Provide web based access to collision data and images through selection of a collision location from a graphical map

This phase will be broken up into five (5) milestones/deliverables:

- 1) Technical Design Document - The Technical Design document will incorporate the written technical specifications to be used to develop the electronic collision and web portal applications. This document will be created through analysis gathered during design sessions with key project stakeholders and local subject matter experts. This document will contain a description, of the features and functions including screen samples, database and xml structures, document management functionality, business edits, custom application logic, workflow diagrams, and query and reporting specifications.
- 2) Functional Pilot - The functional pilot will include the delivery of a functional mobile data collection application to be used by select project and law enforcement personnel for evaluation of application functionality and usability. The mobile application will allow the officer to create, submit, and receive reviewed/completed collision data in a mobile/disconnected environment.
- 3) Complete Construction Demonstration - The complete construction demonstration will include demonstration to the key project personnel the completed functionality of the mobile application working with the FileNet document repository and the web query and reporting application in a testing environment. This milestone will mark the start of user acceptance testing (UAT) requiring key project personnel to test and validate the functionality described in the Technical Design Document has been delivered and is functional within the application components.
- 4) Implementation - Implementation will include the migration of the application components into the production environment and the delivery of train-the-trainer training for application administrators and application users. Implementation will also include the delivery of administration and user documentation for use during training and production rollout. At the completion of the final train-the-trainer session, the application will be considered production ready and production rollout across the state may begin.
- 5) Completion of Support/Warranty - Ninety (90) calendar days following the completion of the Implementation milestone will mark the completion of the base support/warranty period for the delivered application components. Support questions, software bugs, missing functionality defined in the technical design document, and minor agreed upon enhancements to improve the applications performance/usability will be addressed during this period. The contractor is to provide on-going monthly maintenance and support following the completion of the ninety (90) day period.

Phase II (Paper Collision) will consist of the base line feature and functionality to support the centralized processing of paper submitted collision reports.

The minimum application functionality to be delivered in this phase will include:

- Allow for the scanning of the approved collision report form and any and all paper documents of physical scan quality of the size not to exceed 11x14 inches. The system will be setup to accept Collision Reports, Supplemental Documents, and Supporting Documents. All documents with the exception of the Collision Report and the Supplemental Document will be manually keyed (No OCR or zoned data entry).
- Provide data/information acquisition from the color coded traffic collision reports. This feature will employ both Mark Sense and high speed Data Entry and Correction technology with a supplemental data entry capability. Mark Sense will be a primary mechanism for data/information acquisition. A manual process will be developed to facilitate Data Entry /Correction of non Mark Sense data/information on the documents.
- Retrieve scanned and indexed images for viewing. This capability will allow the user to retrieve documents based on a user enterable parameter set. This parameter set will be limited to the indices identified for scanned and indexed documents.
- Implement Data Base Management System (DBMS) requirements for data/information editing, storage, retrieval, reporting/queries, as well as disaster backup and recovery. Editing requirements will apply to all traffic collision information regardless of source; Mark Sense or Data Entered. Editing will employ both defined business rules and field validation against information obtained from user maintainable system tables.
- Security will be administered uniquely for the Database and the custom application. Direct Database access, adhoc queries, updates, deletes etc. will be administered using the tools provided by the DB software. Security controls and administration will be built into the custom application around User Names and Roles to allow the application administrator to restrict access to available feature/functionality.
- Provide Transaction Audit functionality consisting of records for each add, update, delete action performed on a collision report within the application (this audit information will not include view only request history). Audit record will include the user account, date, time, and action.

This phase will be broken up into five (5) milestones/deliverables:

- 1) Technical Design Document - The Technical Design document will incorporate the written technical specifications to be used to develop the paper collision processing requirements. This document will be created through analysis gathered during design sessions with key project stakeholders and local subject matter experts. This document will contain a description of the features and functions including screen samples, database, document management and data entry functionality, marksense recognition, custom application logic, and workflow diagrams.
- 2) Functional Pilot - The functional pilot will include the delivery of a functional scanning, data entry, and marksense recognition application to be used by select project personnel for evaluation of application functionality and usability. The application will allow for the scanning and high speed data capture of information from the standardized Tennessee collision report in a centralized environment.
- 3) Complete Construction Demonstration - The complete construction demonstration will include demonstration to the key project personnel the completed functionality of the scanning application working with the quality control application to edit and validate the extracted collision data in a testing environment. This milestone will mark the start of user acceptance testing (UAT) requiring key project personnel to test and validate the functionality described in the Technical Design Document has been delivered and is functional within the application components.

- 4) Implementation – Implementation will include the migration of the application components into the production environment and the delivery of train-the-trainer training for application administrators and application users. Implementation will also include the delivery of administration and user documentation for use during training and production rollout. At the completion of the final train-the-trainer session, the application will be considered production ready and production rollout across the state may begin.
- 5) Completion of Support/Warranty – Ninety (90) calendar days following the completion of the Implementation milestone will mark the completion of the base support/warranty period for the delivered application components. Support questions, software bugs, missing functionality defined in the technical design document, and minor agreed upon enhancements to improve the applications performance/usability will be addressed during this period. The contractor is to provide on-going monthly maintenance and support following the completion of the ninety (90) day period.

Phase III (Electronic Citation) will consist of the development of a customized statewide mobile electronic citation software application that will be used to create citations in the field and transmit the citation to the court system. The phase will also include incorporating citation data and reporting functionality into the existing web portal application. This will allow seamless query and reporting access to the collision and citation data submitted to the central repository by the mobile application.

The minimum application functionality to be delivered in this phase will include:

- Enable law enforcement officers to enter and print citations from within their vehicles and transmit the data electronically to the central repository through a standard XML data model
- Transmit the citation data to the court system for adjudication
- Provide ticket number inventory functionality to ensure detailed auditing of tickets requested and issued
- Creation and storage of an image of the submitted electronic citation
- Incorporate the citation data and documents into the functionality available from within the existing web portal application

This phase will be broken up into five (5) milestones/deliverables:

- 1) Technical Design Document – The Technical Design document will incorporate the written technical specifications to be used to develop the electronic citation application. This document will be created through analysis gathered during design sessions with key project stakeholders and local subject matter experts. This document will contain a description, of the features and functions including screen samples, database and xml structures, document management functionality, business edits, custom application logic, and workflow diagrams.
- 2) Functional Pilot – The functional pilot will include the delivery of a functional mobile data citation application to be used by select project and law enforcement personnel for evaluation of application functionality and usability. The mobile application will allow the officer to create, print, submit, and receive citations in a mobile/disconnected environment.
- 3) Complete Construction Demonstration – The complete construction demonstration will include demonstration to the key project personnel the completed functionality of the mobile application working with the FileNet document repository, the court system, and the web query and reporting application in a testing environment. This milestone will mark the start of user acceptance testing (UAT) requiring key project personnel to test and validate the functionality described in the Technical Design Document has been delivered and is functional within the application components.

- 4) Implementation-- Implementation will include the migration of the application components into the production environment and the delivery of train-the-trainer training for application administrators and application users. Implementation will also include the delivery of administration and user documentation for use during training and production rollout. At the completion of the final train-the-trainer session, the application will be considered production ready and production rollout across the state may begin.
- 5) Completion of Support/Warranty -- Ninety (90) calendar days following the completion of the Implementation milestone will mark the completion of the base support/warranty period for the delivered application components. Support questions, software bugs, missing functionality defined in the technical design document, and minor agreed upon enhancements to improve the applications performance/usability will be addressed during this period. The contractor is to provide on-going monthly maintenance and support following the completion of the ninety (90) day period.

Phase IV (Electronic NIBRS) will consist of the development of a customized statewide mobile electronic NIBRS (National Incident Based Reporting) software application that will be used to create NIBRS reports in the field and transmit the NIBRS data to the central repository. The phase will also include incorporating NIBRS data and reporting functionality into the existing web portal application. This will allow seamless query and reporting access to the collision, citation, and NIBRS data submitted to the central repository by the mobile application.

The minimum application functionality to be delivered in this phase will include:

- Enable law enforcement officers to enter NIBRS reports from within their vehicles and transmit the data electronically to the central repository through a standard XML data model
- Creation and storage of an image of the submitted electronic NIBRS report
- Incorporate the NIBRS data and documents into the functionality available from within the existing web portal application

This phase will be broken up into five (5) milestones/deliverables:

- 1) Technical Design Document - The Technical Design document will incorporate the written technical specifications to be used to develop the electronic NIBRS application. This document will be created through analysis gathered during design sessions with key project stakeholders and local subject matter experts. This document will contain a description, of the features and functions including screen samples, database and xml structures, document management functionality, business edits, custom application logic, and workflow diagrams.
- 2) Functional Pilot -- The functional pilot will include the delivery of a functional mobile data NIBRS application to be used by select project and law enforcement personnel for evaluation of application functionality and usability. The mobile application will allow the officer to create, submit, and receive NIBRS reports in a mobile/disconnected environment.
- 3) Complete Construction Demonstration -- The complete construction demonstration will include demonstration to the key project personnel the completed functionality of the mobile application working with the FileNet document repository and the web query and reporting application in a testing environment. This milestone will mark the start of user acceptance testing (UAT) requiring key project personnel to test and validate the functionality described in the Technical Design Document has been delivered and is functional within the application components.
- 4) Implementation -- Implementation will include the migration of the application components into the production environment and the delivery of train-the-trainer training for application administrators and application users. Implementation will also include the delivery of administration and user documentation for use during training and production rollout. At the completion of the final train-the-trainer session, the application will be considered production ready and production rollout across the state may begin.

- 5) Completion of Support/Warranty – Ninety (90) calendar days following the completion of the Implementation milestone will mark the completion of the base support/warranty period for the delivered application components. Support questions, software bugs, missing functionality defined in the technical design document, and minor agreed upon enhancements to improve the applications performance/usability will be addressed during this period. The contractor is to provide on-going monthly maintenance and support following the completion of the ninety (90) day period.

Phase V (Electronic Intelligence) will consist of the development of a customized statewide mobile electronic Intelligence software application that will be used to create Intelligence reports in the field and transmit the intelligence data to the central repository. The phase will also include incorporating intelligence data and reporting functionality into the existing web portal application. This will allow seamless query and reporting access to the collision, citation, NIBRS, and Intelligence data submitted to the central repository by the mobile application.

The minimum application functionality to be delivered in this phase will include:

- Enable law enforcement officers to enter Intelligence reports from within their vehicles and transmit the data electronically to the central repository through a standard XML data model
- Creation and storage of an image of the submitted electronic Intelligence report
- Incorporate the Intelligence data and documents into the functionality available from within the existing web portal application

This phase will be broken up into five (5) milestones/deliverables:

- 1) Technical Design Document – The Technical Design document will incorporate the written technical specifications to be used to develop the electronic Intelligence application. This document will be created through analysis gathered during design sessions with key project stakeholders and local subject matter experts. This document will contain a description, of the features and functions including screen samples, database and xml structures, document management functionality, business edits, custom application logic, and workflow diagrams.
- 2) Functional Pilot – The functional pilot will include the delivery of a functional mobile data Intelligence application to be used by select project and law enforcement personnel for evaluation of application functionality and usability. The mobile application will allow the officer to create, submit, and receive Intelligence reports in a mobile/disconnected environment.
- 3) Complete Construction Demonstration – The complete construction demonstration will include demonstration to the key project personnel the completed functionality of the mobile application working with the FileNet document repository and the web query and reporting application in a testing environment. This milestone will mark the start of user acceptance testing (UAT) requiring key project personnel to test and validate the functionality described in the Technical Design Document has been delivered and is functional within the application components.
- 4) Implementation – Implementation will include the migration of the application components into the production environment and the delivery of train-the-trainer training for application administrators and application users. Implementation will also include the delivery of administration and user documentation for use during training and production rollout. At the completion of the final train-the-trainer session, the application will be considered production ready and production rollout across the state may begin.
- 5) Completion of Support/Warranty – Ninety (90) calendar days following the completion of the Implementation milestone will mark the completion of the base support/warranty period for the delivered application components. Support questions, software bugs, missing functionality defined in the technical design document, and minor agreed upon enhancements to improve the applications performance/usability will be addressed during this period. The contractor is to provide on-going monthly maintenance and support following the completion of the ninety (90) day period.

Phase VI (Electronic Courtesy) will consist of the development of a customized statewide mobile electronic courtesy notice software application that will be used to create courtesy notices in the field and transmit the data to the central repository. The phase will also include incorporating courtesy notice data and reporting functionality into the existing web portal application. This will allow seamless query and reporting access to the collision, citation, NIBRS, Intelligence, and Courtesy Notice data submitted to the central repository by the mobile application.

The minimum application functionality to be delivered in this phase will include:

- Enable law enforcement officers to enter and print Courtesy Notices from within their vehicles and transmit the data electronically to the central repository through a standard XML data model
- Creation and storage of an image of the submitted electronic Courtesy Notice
- Incorporate the Intelligence data and documents into the functionality available from within the existing web portal application

This phase will be broken up into five (5) milestones/deliverables:

- 1) Technical Design Document - The Technical Design document will incorporate the written technical specifications to be used to develop the electronic Courtesy Notice application. This document will be created through analysis gathered during design sessions with key project stakeholders and local subject matter experts. This document will contain a description of the features and functions including screen samples, database and xml structures, document management functionality, business edits, custom application logic, and workflow diagrams.
- 2) Functional Pilot - The functional pilot will include the delivery of a functional mobile data Courtesy Notice application to be used by select project and law enforcement personnel for evaluation of application functionality and usability. The mobile application will allow the officer to create, print and submit Courtesy Notices in a mobile/disconnected environment.
- 3) Complete Construction Demonstration - The complete construction demonstration will include demonstration to the key project personnel the completed functionality of the mobile application working with the FileNet document repository and the web query and reporting application in a testing environment. This milestone will mark the start of user acceptance testing (UAT) requiring key project personnel to test and validate the functionality described in the Technical Design Document has been delivered and is functional within the application components.
- 4) Implementation - Implementation will include the migration of the application components into the production environment and the delivery of train-the-trainer training for application administrators and application users. Implementation will also include the delivery of administration and user documentation for use during training and production rollout. At the completion of the final train-the-trainer session, the application will be considered production ready and production rollout across the state may begin.
- 5) Completion of Support/Warranty - Ninety (90) calendar days following the completion of the Implementation milestone will mark the completion of the base support/warranty period for the delivered application components. Support questions, software bugs, missing functionality defined in the technical design document, and minor agreed upon enhancements to improve the applications performance/usability will be addressed during this period. The contractor is to provide on-going monthly maintenance and support following the completion of the ninety (90) day period.

A.3 Contractor Responsibilities

- a. The contractor's tasks will, in part, be performed at the State's facilities in Tennessee.
- b. Offsite tasks will be performed at the contractor's facilities in Kentucky.
- c. Contractor will provide services under this contract during normal business hours, 8:00 AM to 5:00 PM Monday through Friday, except holidays.
- d. Contractor may also require on-site computer access outside normal business hours as agreed to by the State.
- e. Contractor will establish work units and priority schedules based upon approved project plans and delivery milestones.
- f. Contractor will be provided access to/copies of any supporting analysis documentation developed by the State to be used as a reference for additional analysis needed for development of the necessary detail design documents.

A.4 State Responsibilities

- a. State will designate one Project Manager who will serve as the focal point for all contract matters and to whom all communications will be directed.
- b. Qualified State personnel will be available as needed during the planning, design, and implementation of the project. State personnel who are assigned to the project will have the necessary expertise and, if needed, technical skills to complete the tasks and responsibilities of the State.
- c. State resources will be responsible for user acceptance testing including development of test scripts with assistance from contractor.
- d. State will be responsible for acquisition, configuration, setup, and support of all hardware, third party software, and LAN/WAN related infrastructure.
- e. State shall be responsible for obtaining software license agreements for all non-contractor developed custom source code.
- f. State shall provide appropriate buildings facilities, data center and access to information systems resources to support the development, installation, testing, and support of the custom solution.
- g. Should delivery schedule slip for non-contractor products and/or services which are beyond the control of the contractor, if agreed the State will permit contractor to either adjust the project schedule by the delivery delay time or substitute functionally and/or comparable components in order to reduce or eliminate project delays.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on 8/15/2007 and ending on 6/30/2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total Contract term of no more than five (5) years, provided that such an extension of the Contract term is effected prior to the current contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed one million eight hundred forty-five thousand five hundred and fifty-six dollars (\$1,845,556). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. **Compensation Firm.** The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. **Payment Methodology.** The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A2. The Contractor shall be compensated based upon the following Service Rates:

Service	Amount
Electronic Collision / Web Portal – Phase I	
1) Technical Design Document	\$68,016.80
2) Functional Pilot	\$68,016.80
3) Complete Construction Demonstration	\$68,016.80
4) Implementation	\$68,016.80
5) Completion of Support or Warranty	\$68,016.80
Paper Collision – Phase II	
1) Technical Design Document	\$96,160
2) Functional Pilot	\$96,160
3) Complete Construction Demonstration	\$96,160

4) Implementation	\$96,160
5) Completion of Support or Warranty	\$96,160
Electronic Citation –Phase III	
1) Technical Design Document	\$42,000
2) Functional Pilot	\$42,000
3) Complete Construction Demonstration	\$42,000
4) Implementation	\$42,000
5) Completion of Support or Warranty	\$42,000
Electronic NIBRS - Phase IV	
1) Technical Design Document	\$44,000
2) Functional Pilot	\$44,000
3) Complete Construction Demonstration	\$44,000
4) Implementation	\$44,000
5) Completion of Support or Warranty	\$44,000
Electronic Intelligence - Phase V	
1) Technical Design Document	\$4,000
2) Functional Pilot	\$4,000
3) Complete Construction Demonstration	\$4,000
4) Implementation	\$4,000
5) Completion of Support or Warranty	\$4,000

Electronic Courtesy - Phase VI	
1) Technical Design Document	\$2,000
2) Functional Pilot	\$2,000
3) Complete Construction Demonstration	\$2,000
4) Implementation	\$2,000
5) Completion of Support or Warranty	\$2,000

Service	Monthly Rate
Maintenance of Modules	
Electronic Collision / Web Portal	\$ 3,916.66
Paper Collision	\$ 5,768.66
Electronic Citation	\$ 2,916.66
Electronic NIBRS	\$ 2,500
Electronic Intelligence	\$ 416.66
Electronic Courtesy	\$ 166.66

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

The Contractor shall begin invoicing the state for maintenance after the completion of the support/warranty period for each module.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request,

show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract; a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Paul Battenfield
Department of Safety
1150 Foster Avenue
Nashville, TN 37249
paul.battenfield@state.tn.us
Telephone # 615-251-5322
FAX # 615-253-5983

The Contractor:

David B. Kaelin, President/CEO
Intelligent Document Management Solutions, Inc.
1309 US 127 South, Suite B
Frankfort, KY 40601-4385
davek@idms.cc
Telephone # (502) 261-9895
FAX # (877) 689-3869

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Annual Report and Audit. The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of

the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- E.5. State Ownership of Work Products. The State and Contractor shall have joint ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law. The Contractor shall be able to use the custom source code developed in the delivery of solution for future and/or existing projects and clients.
- E.6. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.7. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.
- E.8. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code—Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for

financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Percentage of state funds applied to the purchase;
- f. Location within the Contractor's operations where the equipment is used;
- g. Condition of the property or disposition date if Contractor no longer has possession;
- h. Depreciation method, if applicable; and
- i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

E.13. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.14. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.15. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or

copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.16. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

- E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

- E.18. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.19. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.20. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF:

INTELLIGENT DOCUMENT MANAGEMENT SOLUTIONS, INC.:


CONTRACTOR SIGNATURE

7/26/2007
DATE

DAVID B. KAEIN, PRESIDENT/CEO

PRINTED NAME AND TITLE OF AUTHORIZED CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY


DAVE MITCHELL, COMMISSIONER

8-1-07
DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. GOETZ, JR., COMMISSIONER

8/3/07
DATE

DEPARTMENT OF PERSONNEL:


DEBORAH E. STORY, COMMISSIONER

DATE

COMPTROLLER OF THE TREASURY:


JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

8-7-07
DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA-08-21560-00
CONTRACTOR LEGAL ENTITY NAME:	Intelligent Document Management Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	61-1247989

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE &
DATE:



7/27/07

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.